

1 Damon J. Petticord, OSB No. 963968
2 Manuel C. Hernandez, OSB No. 874123
3 damon@petticordlaw.com
4 7175 SW Beveland St., Ste. 210
5 Portland, OR 97223
6 Telephone (503) 620-7461
7 Fax (503) 670-0343
8 Attorney for Plaintiff

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9 UNITED STATES DISTRICT COURT
10 FOR THE DISTRICT OF OREGON

11 DANIEL WILSON, an Oregon Resident,
12 Plaintiff,
13 vs.

CASE NO. **6:12-CV-545-HO**
COMPLAINT
Fair Debt Collection Practices Act
Demand for Jury Trial

14 NORTHSTAR LOCATION SERVICES, LLC,
15 a New York limited liability Company, and
16 CREDITORS INTERCHANGE
17 RECEIVABLE MANAGMENT, LLC, a New
18 York Limited Liability Company.

19 Defendants.

20 Plaintiff, for a claim of relief, alleges as follows:

21 GENERAL ALLEGATIONS

22 1.

23 This court has jurisdiction pursuant to 15 USC § 1692k(d) and 28 USC § 1367.

24 2.

25 Plaintiff DANIEL WILSON ("MR. WILSON") is a resident of Oregon. Defendant

26 NORTHSTAR LOCATION SERVICES, LLC ("NORTHSTAR") is a New York limited

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Damon J. Petticord
Attorney at Law
7175 SW Beveland St., Ste 210
Portland, OR. 97223
(503) 620-7461
Fax (503) 670-0343

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1 liability company and is engaged in the business of collecting debts in Oregon and in other
2 states. Defendant CREDITORS INTERCHANGE RECEIVABLE MANAGMENT, LLC
3 (“INTERCHANGE”) is a New York limited liability company and is engaged in the business of
4 collecting debts in Oregon and in other states.
5

6 3.

7 In 2008, MR. WILSON opened a U.S. Airways MasterCard account with Barclays Bank
8 of Delaware (Barclays). It was a consumer credit card account and the purchases made on it
9 were primarily for personal, family, and household goods and services.
10

11 4.

12 In January of 2010, MR. WILSON became unemployed. As a result, he was unable to
13 make timely payment on his credit card debt.
14

15 5.

16 On or about March 2, 2010, Barclays promised and represented orally and in writing that
17 if MR. WILSON paid it a total of \$8,468.15 on or before May 31, 2010 (including \$300 by
18 March 15, 2010, and \$2,830.00 by April 2, 2010) that his debt would be fully settled and
19 satisfied.
20

21 6.

22 MR. WILSON accepted BARCLAYS’ offer to settle the debt for \$8,468.15. In reliance
23 on said agreement he made a \$300.00 payment to BARCLAYS over the phone by electronic
24 funds transfer on March 15, 2010, and an additional \$2,830.00 payment over the phone by
25 electronic funds transfer to BARCLAYS on April 2, 2010.
26

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1 7.

2 At sometime prior to May 31, 2010, Barclays assigned or sold MR. WILSON's debt to
3 Defendant INTERCHANGE.
4

5 8.

6 When MR. WILSON attempted to pay the balance of \$5,338.15 on May 31, 2010, over
7 the phone by electronic funds transfer (the same manner in which he made his prior payments)
8 Barclays and INTERCHANGE informed him that they would not honor the March 2, 2010,
9 agreement and that they had "no record" of the agreement.
10

11 9.

12 On December 18, 2010, INTERCHANGE then promised and represented to MR.
13 WILSON orally and in writing that if he paid the additional sum of \$4,986.00 on or before
14 December 30, 2010, that his debt would be fully settled and satisfied.
15

16 10.

17 MR. WILSON accepted INTERCHANGE's offer, and in reasonable reliance on its
18 representations he paid it the sum of \$4,986.00 on December 30, 2010. MR. WILSON
19 performed all conditions on his part to be performed.
20

21 11.

22 Despite the fact that Barclay's and INTERCHANGE had both promised MR. WILSON
23 that his debt would be fully settled and satisfied, they dishonored their agreements with him and
24 continued to attempt to collect the alleged debt.
25

26 ///

27 ///

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12.

At sometime after Mr. WILSON's debt was settled in December of 2010, Barclays and/or INTERCHANGE transferred or assigned it to Defendant NORTHSTAR.

13.

On April 6, 2011, after MR. WILSON's debt was settled, INTERCHANGE sent him a demand letter and made collection calls for additional payment on the same debt.

14.

On or about April, 2011, either Defendant INTERCHANGE or Defendant NORTHSTAR called MR. WILSON and threatened that unless he agreed to make additional payments that it would place liens on his real property. MR. WILSON reserves the right to amend his complaint to include additional counts including violation of Oregon's Unlawful Debt Collection Act and a claim for punitive damages.

15.

MR. WILSON is a member of the Board of Directors of Restoration Worship Center in Bandon, Oregon. MR. WILSON has a good reputation in Bandon, Oregon, and with The Restoration Worship Center. His good reputation in the community and the church is very important to him and his family.

16.

On April 4, April 5, and April 6 of 2011, in an attempt to collect the same alleged debt from MR. WILSON, Defendant NORTHSTAR made multiple collection calls to Mr. Kermit Gaston. Mr. Gaston is a member of the board of directors for Restoration Worship Center. Two

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1 of the collection calls were recorded as voice mail messages on Mr. Gaston's personal cell
2 phone. At least one of the collection calls was answered directly by Mr. Gaston.

3
4 17.

5 In its collection calls to Mr. Gaston, NORTHSTAR falsely represented to him that: (1)
6 MR. WILSON owed an unpaid credit card debt; (2) that the debt was "delinquent", and (3) that
7 the amount of the debt was \$11,633.00.

8
9 18.

10 With respect to the transaction described in this complaint, the alleged debt that
11 INTERCHANGE and NORTHSTAR attempted to collect from MR. WILSON is a "debt" within
12 the meaning of 15 USC § 1692a(5) in that it was an alleged obligation for consumer goods and
13 services which were primarily for personal, family, or household purposes.

14 19.

15 Defendants INTERCHANGE and NORTHSTAR are generally "debt collectors" within
16 the meaning of 15 USC § 1692a(6). With respect to the transaction in this complaint,
17 INTERCHANGE and NORTHSTAR were acting as a debt collectors when they attempted to
18 collect a debt allegedly owed for a consumer credit card, in that they used instrumentalities of
19 interstate commerce and were attempting to enforce an alleged obligation owed to a commercial
20 creditor by a consumer as a result of a consumer transaction.

21
22 **A. Defendant NORTHSTAR's Violations:**

23 20.

24 By communicating with Mr. Gatson and failing to state that it was "confirming or
25 correcting location information concerning MR. WILSON" Defendant NORTHSTAR violated
26 15 U.S.C §1692b(1) on April 4, April 5, and April 6, 2011.

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1 21.

2 By stating to Mr. Gatson that MR. WILSON owed an alleged debt, and by specifying the
3 amount of the alleged debt, Defendant NORTHSTAR violated 15 U.S.C §1692b(2) on April 4,
4 April 5, and April 6, 2011.
5

6 22.

7 By communicating with Mr. Gaston more than once about MR. WILSON when it was
8 not requested to do so, NORTHSTAR violated 15 U.S.C §1692b(3) on April 5, and April 6,
9 2011.
10

11 23.

12 By communicating with a third-party other than for the purpose of obtaining location
13 information pursuant to 15 U.S.C §1692b and without the consent of MR. WILSON, Defendant
14 NORTHSTAR violated 15 U.S.C §1692c(b) on April 4, April 5, and April 6, 2011.
15

16 24.

17 By communicating with Mr. Gaston (a fellow member of the board of directors of MR.
18 WILSON's church) about his alleged personal debts on April 4, April 5, and April 6 of 2011, the
19 natural consequence of which was to embarrass and harass him, NORTHSTAR violated 15
20 U.S.C §1692d.
21

22 25

23 By communicating to Mr. Gaston on April 4, April 5, and April 6 that MR. WILSON
24 owed a debt and by communicating to Mr. Gaston that the amount of the alleged debt was
25 \$11,699.00, when NORTHSTAR knew or should have known that the debt was fully settled and
26

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1 satisfied, NORTHSTAR violated 15 U.S.C §1692e, 15 U.S.C §1692e(2)(A), 15 U.S.C
2 §1692e(8), and 15 U.S.C §1692e(10).

3
4 26.

5 By falsely representing to Mr. Gaston that MR. WILSON owed a “delinquent” debt
6 (which had in fact been fully settled and satisfied) on April 4, April 5, and April 6 of 2011,
7 NORTHSTAR acted in an unfair or unconscionable manner in violation of 15 U.S.C §1692f.

8
9 27.

10 By threatening to lien MR. WILSON’s real property in April of 2011, after his debt had
11 been fully settled and satisfied, NORTHSTAR violated 15 U.S.C §1692e, 15 U.S.C
12 §1692e(2)(A), 15 U.S.C §1692e(4), 15 U.S.C §1692e(5), 15 U.S.C §1692e(10), 15 U.S.C
13 §1692f, 15 U.S.C §1692f(6), and 15 U.S.C §1692(d).

14
15
16 **B. Defendant INTERCHANGE’s Violations:**

17 28.

18 By demanding that MR. WILSON pay an additional \$4,896.00 on April 6, 2011, when
19 INTERCHANGE knew that the debt was fully settled and satisfied, INTERCHANGE violated
20 15 U.S.C §1692e, 15 U.S.C §1692e(2)(A), 15 U.S.C §1692e(8), and 15 U.S.C §1692e(10).

21
22 29.

23 By threatening to lien MR. WILSON’s real property in April of 2011, after his debt had
24 been fully settled and satisfied, INTERCHANGE violated 15 U.S.C §1692e, 15 U.S.C
25 §1692e(2)(A), 15 U.S.C §1692e(4), 15 U.S.C §1692e(5), 15 U.S.C §1692e(10), 15 U.S.C
26 §1692f, 15 U.S.C §1692f(6), and 15 U.S.C §1692(d).

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C: Relief Requested:

30.

As a direct, proximate, and foreseeable result of Defendants' violations of the Fair Debt Collection Practices Act, 15 USC §1692 et seq., MR. WILSON was caused worry, fear, distress, frustration, embarrassment and humiliation, all to his damages in the amount of \$50,000.00.

31.

MR. WILSON is further entitled to statutory damages in the amount of \$1,000.00 against Defendant NORTHSTER and an additional \$1,000.00 against Defendant INTERCHANGE.

32.

MR. WILSON is entitled to his attorney fees pursuant to 15 USC §1692k.

WHEREFORE, MR. WILSON prays for judgment in his favor and against Defendants NORTHSTAR and INTERCHANGE, as follows:

- 1) general damages in the amount of \$50,000.00;
- 2) Statutory damages in the amount of \$2,000 (\$1,000 or each Defendant);
- 3) For his reasonable attorneys fees incurred herein;
- 4) For his costs and disbursements incurred herein; and
- 5) For such other relief as the court may deem just and appropriate.

* * *

MR. WILSON requests a jury trial.

Dated this 27th day of March, 2012

/s/ D. Petticord
Damon J. Petticord, OSB No. 963968
Phone (503) 620-7461
Of Attorneys for Plaintiff

/s/ _____
Manuel C. Hernandez, OSB No. 874123
Phone (541) 347-2911
Of Attorneys for Plaintiff

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Attorney at Law
7175 SW Beveland St., Ste 210
Portland, OR. 97223
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